

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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	:	
<b>In re</b>	:	<b>Chapter 11</b>
	:	
<b>LEHMAN BROTHERS HOLDINGS INC., et al.,</b>	:	<b>Case No.: 08-13555 (JMP)</b>
	:	
<b>Debtors.</b>	:	<b>(Jointly Administered)</b>
	:	
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**NOTICE OF PARTIAL TRANSFER OF CLAIM  
OTHER THAN FOR SECURITY PURSUANT TO FRBP RULE 3001(e)(2)**

1. TO: Goldman, Sachs & Co.  
30 Hudson Street, 36th Floor  
Jersey City, NJ 07302  
Attn: Andrew Caditz
2. Please take notice that EUR 1,400,000 of your claim against Lehman Brothers Holdings Inc., identified by XS0365383339 arising from and relating to Proof of Claim No. 55829 (attached as Exhibit A hereto), has been transferred to:

Silver Point Capital Offshore Master Fund, L.P. ("Transferee")  
c/o Silver Point Capital, L.P.  
Two Greenwich Plaza, First Floor  
Greenwich, CT 06830  
Attn: David F. Steinmetz

An executed "Evidence of Transfer of Claim" is attached as Exhibit B hereto. All distributions and notices regarding the transferred portion of the claim should be sent to the Transferee at the above address, with a copy to:

Davis Polk & Wardwell LLP ("Davis Polk")  
450 Lexington Avenue  
New York, NY 10017-3904  
Fax: 212-701-5800  
Attn: Xin Yu

3. No action is required if you do not object to the partial transfer of your claim. However, **IF YOU OBJECT TO THE TRANSFER OF YOUR CLAIM, WITHIN 21 DAYS OF THE DATE OF MAILING OF THIS NOTICE, YOU MUST:**

-- **FILE A WRITTEN OBJECTION TO THE TRANSFER** with:

United States Bankruptcy Court  
Southern District of New York  
Attn: Clerk of Court  
Alexander Hamilton Custom House  
One Bowling Green  
New York, NY 10004-1408

-- **SEND YOUR OBJECTION TO THE TRANSFEREE WITH A COPY TO  
DAVIS POLK.**

-- Refer to **INTERNAL CONTROL NO. XS0365383339** in your objection and  
any further correspondence related to this transfer.

4. If you file an objection, a hearing will be scheduled. **IF YOUR OBJECTION IS  
NOT TIMELY FILED, THE TRANSFEREE WILL BE SUBSTITUTED FOR THE  
TRANSFEROR ON OUR RECORDS AS A CLAIMANT IN THIS PROCEEDING  
FOR THE TRANSFERRED PORTION OF THE CLAIM.**

CLERK

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**FOR CLERK'S OFFICE USE ONLY:**

This notice was mailed to the Transferor, by first class mail, postage prepaid on  
\_\_\_\_\_, 2011.


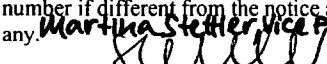

INTERNAL CONTROL NO. XS0365383339

Copy: (check) Claims Agent\_\_\_ Transferee\_\_\_ Debtors' Attorney\_\_\_

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Clerk of the Court

# **EXHIBIT A**

<b>United States Bankruptcy Court/Southern District of New York</b> Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076		<b>LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM</b>	
In Re: Lehman Brothers Holdings Inc., et al., Debtors.		Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)	
Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on <a href="http://www.lehman-docket.com">http://www.lehman-docket.com</a> as of July 17, 2009		Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al. 08-13555 (JMP) 0000055829 	
Name and address of Creditor: (and name and address where notices should be sent if different from Creditor)  Credit Suisse  See Attached Rider  Telephone number: Email Address:		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.  <b>Court Claim Number:</b> _____ (If known)  Filed on: _____	
Name and address where payment should be sent (if different from above)  Telephone number: Email Address:		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.	
<p>1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates.</p> <p><b>Amount of Claim:</b> \$ <u>See Attached Rider</u> (Required)</p> <p><input checked="" type="checkbox"/> Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.</p> <p>2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.</p> <p><b>International Securities Identification Number (ISIN):</b> <u>See Attached Rider</u> (Required)</p> <p>3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.</p> <p><b>Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number:</b> <u>See Attached Rider</u> (Required)</p> <p>4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.</p> <p><b>Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number:</b> <u>See Attached Rider</u> (Required)</p> <p>5. <b>Consent to Euroclear Bank, Clearstream Bank or Other Depository:</b> By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.</p>			
<b>Date:</b> 10/20/09		<b>Signature:</b> The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.  <u>Martina Stettin, Vice President</u>  <u>Keith Rague, Director</u>	
<b>FOR COURT USE ONLY</b> <b>FILED / RECEIVED</b> OCT 29 2009 EPIQ BANKRUPTCY SOLUTIONS, LLC			
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571			

**RIDER TO PROOF OF CLAIM FILED ON BEHALF OF  
Credit Suisse against LBHI (Lehman Programs Securities)**

1. In accordance with the Order Pursuant to Section 502(b)(9) of the Bankruptcy Code and Bankruptcy Rule 3003(c)(3) Establishing the Deadline for Filing Proofs of Claim, Approving the Form and Manner of Notice Thereof and Approving the Proof of Claim Form [Docket 4271] dated July 2, 2009 and the Notice of Deadlines for Filing Proofs of Claim Based on Lehman Programs Securities dated July 27, 2009, Credit Suisse ("CS") files this claim against Lehman Brothers Holdings, Inc. ("LBHI") based on the Lehman Programs Securities ("LPS", whether used in the singular or plural) contained in Schedule I. Schedule I lists the International Securities Identification Number, Depository Participant Account Number, and Depository Blocking Reference Number for each LPS related to this claim.

2. As the LPS are booked either in units or nominal amounts in the relevant depository systems, CS has provided the number of units or nominal amounts held for each LPS in Schedule I in lieu of claim amounts. CS reserves the right to amend this proof of claim at a later date to specify claim amounts in United States dollars.

3. CS reserves the right to amend, modify or supplement this proof of claim in any manner, for any purpose and at any time.

4. CS reserves the right to assert and file any and all additional claims of whatever kind or nature that it has or may hereinafter have against LBHI.

5. CS reserves the right to set-off any claim set forth in this proof of claim against any claim that LBHI or the LBHI estate has or may assert against CS.

6. CS reserves all rights it has or may have in the future against LBHI. This proof of claim is not intended as (a) a waiver or release of any rights of CS against LBHI (or any of its affiliates) not asserted in this proof of claim, (b) a consent by CS to the jurisdiction of

this Court with respect to the subject matter of the claims set forth herein or to this Court's hearing, determining or entering orders or judgments in any proceedings on this proof of claim, (c) a waiver of the right of CS to trial by jury in any proceedings so triable in these cases or any controversy or proceedings related to these cases or (d) an election of remedies.

7. No judgment has been rendered on the claims set forth in this proof of claim.

8. No payments on the claims set forth in this proof of claim have been made by the debtor.

9. All notices concerning this proof of claim should be sent to:

Credit Suisse  
1 Madison Avenue  
New York, NY 10010  
Attn: Allen Gage  
Ph: (212) 538-9137

With a copy to:

Cravath, Swaine & Moore LLP  
Worldwide Plaza  
825 Eighth Avenue  
New York, NY 10019  
Attn: Richard Levin  
Ph: (212) 474-1135

# SCHEDULE I



CS Entity: Credit Suisse Schweiz

ISIN	Denominational Currency	Total Holdings at each (Sub-)Custodian		Euroclear Bank S.A. Account No. 94285			SIX SIS AG Account No. 20004518		
		Nominal	Units	Nominal	Units	Blocking No.	Nominal	Units	Blocking No.
XS0176153350	EUR	1,352,000	-	1,352,000	-	9494541	-	-	-
XS0178969209	EUR	151,000	-	151,000	-	9494542	-	-	-
XS0211093041	EUR	30,000	-	30,000	-	9494543	-	-	-
XS0335964648	EUR	3,638,000	-	3,638,000	-	9494544	-	-	-
XS0336151088	EUR	7,644,000	-	7,644,000	-	9494545	-	-	-
XS0282978666	EUR	3,337,000	-	3,337,000	-	9494546	-	-	-
XS0301813522	USD	6,790,000	-	6,790,000	-	9494547	-	-	-
XS0335352877	USD	-	1,600	-	1,600	9494548	-	-	-
XS0203783526	USD	5,230,000	-	5,230,000	-	9494549	-	-	-
ANNS21331184	USD	-	707	-	524	9494550	-	183	CA16261
XS0312480196	JPY	297,000,000	-	297,000,000	-	9494551	-	-	-
XS0325369725	USD	8,692,000	-	8,692,000	-	9494552	-	-	-
XS0339537804	USD	7,998,000	-	7,998,000	-	9494553	-	-	-
XS0335394879	JPY	310,000,000	-	310,000,000	-	9494554	-	-	-
XS0202417050	EUR	6,000	-	6,000	-	9494555	-	-	-
XS0186883798	USD	43,582,000	-	43,582,000	-	9494556	-	-	-
XS0187968949	USD	19,152,000	-	19,152,000	-	9494557	-	-	-
XS0204933997	USD	16,281,000	-	16,281,000	-	9494558	-	-	-
XS0235227302	EUR	-	383	-	383	9494559	-	-	-
XS0250879763	USD	1,150,000	-	1,150,000	-	9494560	-	-	-
XS0266486025	USD	2,183,000	-	2,183,000	-	9494561	-	-	-
XS0268033908	EUR	2,475,000	-	2,475,000	-	9494562	-	-	-
XS0274985828	USD	5,655,000	-	5,655,000	-	9494563	-	-	-
ANNS214A3502	USD	-	4,450	-	4,450	9494564	-	-	-
ANNS214A8634	USD	-	1,000	-	1,000	9494565	-	-	-
XS0303746571	EUR	3,538,000	-	3,538,000	-	9494566	-	-	-
XS0332645422	USD	390,000	-	390,000	-	9494567	-	-	-
XS0337685670	USD	2,867,000	-	2,867,000	-	9494568	-	-	-
XS0346699813	USD	1,000,000	-	1,000,000	-	9494569	-	-	-
XS0347732892	USD	7,605,000	-	7,605,000	-	9494570	-	-	-
XS0351272322	EUR	251,000	-	251,000	-	9494571	-	-	-
XS0360599665	EUR	150,000	-	150,000	-	9494572	-	-	-
XS0213899510	EUR	411,000	-	411,000	-	9494573	-	-	-
XS0246082043	EUR	3,498,000	-	3,498,000	-	9494574	-	-	-
XS0258947745	EUR	-	6,038	-	6,038	9494575	-	-	-
XS0280284742	EUR	-	265	-	265	9494576	-	-	-
ANNS214A8303	CHF	-	7,409	-	7,409	9494577	-	-	-
DE000A06GHE8	EUR	-	30	-	30	9494578	-	-	-
XS0307745744	EUR	1,350,000	-	1,350,000	-	9494579	-	-	-
XS0335137120	EUR	-	20	-	20	9494580	-	-	-
XS0186243118	CHF	42,309,000	-	42,309,000	-	9494581	-	-	-





XS0283914637	JPY	-	1,850	-	1,850	9494655	-	-	-	-	CH100164SUWA42-145
CH0043088639	CHF	50,000	-	-	-	-	50,000	-	-	-	-
XS0345288459	USD	313,000	-	313,000	-	9494656	-	-	-	-	-
CH0027120986	CHF	176,000	-	-	-	-	176,000	-	-	-	CH100164SUWA42-147
XS0261032238	CHF	-	1,050	-	1,050	9494657	-	-	-	-	-
CH0027120770	EUR	-	50	-	-	-	-	-	-	50	CH100164SUWA42-149
XS0306179168	CHF	-	100	-	-	9494658	-	-	-	-	-
XS0324890440	CHF	675,000	-	675,000	-	9494659	-	-	-	-	-
XS0270987547	EUR	107,000	-	107,000	-	9494660	-	-	-	-	-
XS0220326408	CHF	312,000	-	312,000	-	9494661	-	-	-	-	-
XS0228154158	CHF	1,030,000	-	1,030,000	-	9494662	-	-	-	-	-
XS0300658597	CHF	140,000	-	140,000	-	9494663	-	-	-	-	-
XS0207381865	USD	-	752	-	752	9494664	-	-	-	-	-
XS0307355445	CBK	225,700,000	-	225,700,000	-	9494665	-	-	-	-	-
XS0214633967	EUR	40,000	-	40,000	-	9494666	-	-	-	-	-
XS0238337439	EUR	120,000	-	120,000	-	9494667	-	-	-	-	-
CH0034774510	CHF	-	20	-	-	-	-	-	20	-	CH100164SUWA42-160
XS0290588572	EUR	30,000	-	30,000	-	9494668	-	-	-	-	-
XS0248142894	EUR	10,000	-	10,000	-	9494669	-	-	-	-	-
CH0036891428	EUR	747,000	-	-	-	-	747,000	-	-	-	CH100164SUWA42-163
XS0251909478	CHF	-	185	-	185	9494670	-	-	-	-	-
XS0340696468	EUR	830,000	-	830,000	-	9494671	-	-	-	-	-
XS0326427480	CHF	210,000	-	210,000	-	9494672	-	-	-	-	-
CH0027120747	EUR	10,000	-	-	-	-	-	10,000	-	-	CH100164SUWA42-167
CH0036891411	CHF	20,000	-	-	-	-	-	20,000	-	-	CH100164SUWA42-168
XS0163559841	EUR	20,000	-	20,000	-	9494673	-	-	-	-	-
XS0181945972	EUR	5,000	-	5,000	-	9494674	-	-	-	-	-
XS0185655445	EUR	280,000	-	280,000	-	9494675	-	-	-	-	-
XS0189294225	EUR	164,000	-	164,000	-	9494676	-	-	-	-	-
XS0200284247	EUR	7,000	-	7,000	-	9494677	-	-	-	-	-
XS0208459023	EUR	181,000	-	181,000	-	9494678	-	-	-	-	-
CH0027120622	USD	570,000	-	-	-	-	570,000	-	-	-	CH100164SUWA42-175
XS0193035358	EUR	801,000	-	801,000	-	9494679	-	-	-	-	-
CH0027120655	CHF	25,000	-	-	-	-	-	25,000	-	-	CH100164SUWA42-177
XS0242136413	CHF	25,000	-	25,000	-	9494680	-	-	-	-	-
CH0027120838	CHF	170,000	-	-	-	-	170,000	-	-	-	CH100164SUWA42-179
CH0034783685	USD	35,000	-	-	-	-	35,000	-	-	-	CH100164SUWA42-180
XS0213629487	EUR	130,000	-	130,000	-	9494681	-	-	-	-	-
ANN521338114	EUR	-	7	-	7	9494682	-	-	-	-	-
XS0268992145	USD	33,000	-	33,000	-	9494683	-	-	-	-	-
XS0279493398	JPY	-	1,900	-	1,900	9494684	-	-	-	-	-
XS0313430463	EUR	160,000	-	160,000	-	9494685	-	-	-	-	-
CH0036891148	CHF	1,257,000	-	-	-	-	1,257,000	-	-	-	CH100164SUWA42-186
CH0036891163	CHF	488,000	-	-	-	-	488,000	-	-	-	CH100164SUWA42-187
XS0340756898	USD	460,000	-	460,000	-	9494686	-	-	-	-	-
CH0036891262	CHF	757,000	-	-	-	-	757,000	-	-	-	CH100164SUWA42-190
CH0036891353	CHF	300,000	-	-	-	-	300,000	-	-	-	CH100164SUWA42-191
XS0228149075	EUR	457,000	-	457,000	-	9494687	-	-	-	-	-

XS0169028700	EUR	-	35	-	35	9494688	-	-	-	-	-	-
XS0215349357	EUR	58,000	-	58,000	-	9494689	-	-	-	-	-	-
CH0027120814	CHF	-	20	-	-	-	-	-	-	20	CH100164SUWA42-195	-
CH0027120705	USD	30,000	-	-	-	-	-	-	-	-	CH100164SUWA42-196	-
XS0302350888	EUR	70,000	-	70,000	-	9494690	-	-	30,000	-	-	-
XS0279424310	CHF	-	2,400	-	-	9494691	-	-	-	-	-	-
XS0282843068	CHF	400,000	-	400,000	-	9494692	-	-	-	-	-	-
XS0353821860	USD	500,000	-	500,000	-	9494693	-	-	-	-	-	-
XS0222698283	EUR	20,000	-	20,000	-	9494694	-	-	-	-	-	-
XS0195431613	EUR	55,000	-	55,000	-	9494695	-	-	-	-	-	-
XS0299141332	GBP	150,000	-	150,000	-	9494696	-	-	-	-	-	-
XS0232035880	EUR	185,000	-	185,000	-	9494697	-	-	-	-	-	-
ANNS21331267	USD	-	7	-	-	9494698	-	-	-	-	-	-
XS0292042255	CHF	2,955,000	-	2,955,000	-	9494699	-	-	-	-	-	-
CH0036891080	CHF	70,000	-	-	-	-	-	-	70,000	-	CH100164SUWA42-207	-
XS0285837455	USD	170,000	-	170,000	-	9494700	-	-	-	-	-	-
XS0251908635	CHF	-	950	-	-	9494701	-	-	-	-	-	-
XS0189741001	EUR	873,000	-	20,000	-	9494702	-	-	653,000	-	CA16259	-
XS0189741001	EUR	87,000	-	-	-	-	-	-	87,000	-	CA16258	-
XS0225326858	CHF	30,000	-	30,000	-	9494703	-	-	-	-	-	-
XS0336927149	ISK	5,500,000	-	5,500,000	-	9494704	-	-	-	-	-	-
XS0324192243	EUR	1,080,000	-	1,080,000	-	9494705	-	-	-	-	-	-
XS0349852433	EUR	1,290,000	-	1,290,000	-	9494706	-	-	-	-	-	-
XS0268648952	EUR	1,000,000	-	1,000,000	-	9494707	-	-	-	-	-	-
XS0308734911	USD	1,500,000	-	1,500,000	-	9494708	-	-	-	-	-	-
ANNS214A6323	EUR	-	1,000	-	-	9494709	-	-	-	-	-	-
XS0308274140	USD	1,050,000	-	1,050,000	-	9494710	-	-	-	-	-	-
XS0316992154	USD	200,000	-	200,000	-	9494711	-	-	-	-	-	-
XS0317417003	USD	1,500,000	-	1,500,000	-	9494712	-	-	-	-	-	-
XS0283189018	USD	700,000	-	700,000	-	9494713	-	-	-	-	-	-
XS0331034768	USD	4,000,000	-	4,000,000	-	9494714	-	-	-	-	-	-
ANNS214T2438	USD	-	20,000	-	-	9494715	-	-	-	-	-	-
XS0336019896	EUR	200,000	-	200,000	-	9494716	-	-	-	-	-	-
XS0312435729	USD	1,100,000	-	1,100,000	-	9494717	-	-	-	-	-	-
XS0290837383	CHF	175,000	-	175,000	-	9494718	-	-	-	-	-	-
XS0330422055	HKD	14,000,000	-	14,000,000	-	9494719	-	-	-	-	-	-
CH0027120903	EUR	500,000	-	-	-	-	-	-	500,000	-	CH100164SUWA42-228	-
XS0301129549	EUR	750,000	-	750,000	-	9494720	-	-	-	-	-	-
XS0330421321	USD	1,100,000	-	1,100,000	-	9494721	-	-	-	-	-	-
XS0286077780	USD	200,000	-	200,000	-	9494722	-	-	-	-	-	-
ANNS214R5102	EUR	-	2,200	-	-	9494723	-	-	-	-	-	-
ANNS214R4949	EUR	-	2,200	-	-	9494724	-	-	-	-	-	-
XS0303759632	USD	600,000	-	600,000	-	9494725	-	-	-	-	-	-
XS0309871019	EUR	50,000	-	50,000	-	9494726	-	-	-	-	-	-
XS0232384868	EUR	245,000	-	245,000	-	9494727	-	-	-	-	-	-
ANNS21334311	USD	-	10	-	-	9494728	-	-	-	-	-	-
XS0265627751	CHF	-	92	-	-	9494729	-	-	-	-	-	-
CH0027121034	CHF	190,000	-	-	-	-	-	-	190,000	-	CH100164SUWA42-239	-

XS0258782720	EUR	5,600,000	-	5,600,000	-	9494730	-	-	-
ANN5214R4030	CHF	-	90	-	-	9494731	-	-	-
XS0362467150	GBP	50,000	-	50,000	-	9494732	-	-	-
XS0257022714	EUR	112,000	-	112,000	-	9494733	-	-	-
XS0328401830	EUR	50,000	-	50,000	-	9494734	-	-	-
XS0346007320	EUR	70,000	-	70,000	-	9494735	-	-	-
XS0179304869	EUR	20,000	-	20,000	-	9494736	-	-	-
XS0340740116	USD	2,300,000	-	2,300,000	-	9494737	-	-	-
ANN5214T3428	EUR	-	40	-	-	9494738	-	-	-
XS0211814123	EUR	50,000	-	50,000	-	9494739	-	-	-
CH0027120994	EUR	500,000	-	-	-	-	-	-	CH100164SUWA42-250
CH0027120697	EUR	10,000	-	-	-	-	-	-	CH100164SUWA42-251
CH0027120754	EUR	35,000	-	-	-	-	-	-	CH100164SUWA42-252
XS0274445120	CHF	30,000	-	30,000	-	9494740	-	-	-
XS0308319341	EUR	100,000	-	100,000	-	9494741	-	-	-
XS0230607524	EUR	150,000	-	150,000	-	9494742	-	-	-
XS0257101856	EUR	-	15	-	-	9494743	-	-	-
XS0322748202	CHF	100,000	-	100,000	-	9494744	-	-	-
CH0034783701	CHF	355,000	-	-	-	-	-	-	CH100164SUWA42-258
CH0034783644	CHF	55,000	-	-	-	-	-	-	CH100164SUWA42-259
DE00A0G4LS9	EUR	-	10	-	-	9494745	-	-	-
XS0298614552	EUR	15,000	-	15,000	-	9494746	-	-	-
XS0346650798	CHF	6,000,000	-	6,000,000	-	9494747	-	-	-
XS0323005610	CHF	25,000	-	25,000	-	9494748	-	-	-
CH0039308652	CHF	40,000	-	-	-	-	-	-	CH100164SUWA42-264
CH0038891403	CHF	20,000	-	-	-	-	-	-	CH100164SUWA42-265
XS0333940129	USD	-	2,000	-	-	9494749	-	-	-
XS0338105801	USD	1,737,000	-	1,737,000	-	9494750	-	-	-
XS0284611869	EUR	2,700,000	-	2,700,000	-	9494751	-	-	-
XS0321101007	USD	3,100,000	-	3,100,000	-	9494752	-	-	-
XS0362725540	USD	203,000	-	203,000	-	9494753	-	-	-
XS0298642628	USD	-	250,000	-	-	9494754	-	-	-
ANN5214A6166	EUR	-	8	-	-	-	-	-	CA16260
XS0320520884	USD	800,000	-	800,000	-	9494755	-	-	-
XS0330421834	HKD	1,000,000	-	1,000,000	-	9494756	-	-	-
XS0331399930	USD	700,000	-	700,000	-	9494757	-	-	-
XS0276149738	USD	600,000	-	600,000	-	9494758	-	-	-
XS0287044969	EUR	50,000	-	50,000	-	9494759	-	-	-
CH0034783677	USD	10,000	-	-	-	-	-	-	CH100164SUWA42-278
XS0326172557	USD	2,000,000	-	2,000,000	-	9494760	-	-	-
XS0329629829	USD	5,000,000	-	5,000,000	-	9494761	-	-	-
XS0180153826	USD	300,000	-	300,000	-	9494762	-	-	-
XS0328884698	HKD	2,000,000	-	2,000,000	-	9494763	-	-	-
XS0328539102	USD	1,000,000	-	1,000,000	-	9494764	-	-	-
XS0301568977	USD	200,000	-	200,000	-	9494765	-	-	-
XS0331053719	USD	950,000	-	950,000	-	9494766	-	-	-
XS0301567227	USD	1,800,000	-	1,800,000	-	9494767	-	-	-
XS0275725611	USD	250,000	-	250,000	-	9494768	-	-	-

XS0301337225	USD	1,100,000	-	-	1,100,000	-	9494769	-	-	-	-
XS0305631151	USD	1,500,000	-	-	1,500,000	-	9494770	-	-	-	-
XS0299857234	HKD	14,000,000	-	-	14,000,000	-	9494771	-	-	-	-
XS0282866192	USD	171,000	-	-	171,000	-	9494772	-	-	-	-
XS0302699518	EUR	100,000	-	-	100,000	-	9494773	-	-	-	-
XS0288784944	EUR	-	1,000	-	-	1,000	9494774	-	-	-	-
XS0306153015	USD	100,000	-	-	100,000	-	9494775	-	-	-	-
XS0301588118	HKD	3,000,000	-	-	3,000,000	-	9494776	-	-	-	-
XS0259010022	USD	5,930,000	-	-	5,930,000	-	9494777	-	-	-	-
CH0023638858	USD	-	500	-	-	500	9494778	-	-	-	-
XS0308970994	USD	100,000	-	-	100,000	-	9494779	-	-	-	-
XS0320205534	CHF	150,000	-	-	150,000	-	9494780	-	-	-	-
XS0341732658	USD	2,100,000	-	-	2,100,000	-	9494781	-	-	-	-
XS0351254346	GBP	3,500,000	-	-	3,500,000	-	9494782	-	-	-	-
XS0312427460	USD	600,000	-	-	600,000	-	9494783	-	-	-	-
XS0313791567	USD	250,000	-	-	250,000	-	9494784	-	-	-	-
XS0334382065	EUR	3,650,000	-	-	3,650,000	-	9494785	-	-	-	-
XS0342300729	EUR	1,600,000	-	-	1,600,000	-	9494786	-	-	-	-
XS0342303582	EUR	1,800,000	-	-	1,800,000	-	9494787	-	-	-	-
XS0353557233	USD	150,000	-	-	150,000	-	9494788	-	-	-	-
XS0340433373	USD	178,000	-	-	178,000	-	9494789	-	-	-	-
XS0334595138	CHF	415,000	-	-	415,000	-	9494790	-	-	-	-
XS0299103084	USD	-	150,000	-	-	150,000	9494791	-	-	-	-
XS028626343	EUR	60,000	-	-	60,000	-	9494792	-	-	-	-
XS0209026805	EUR	15,000	-	-	15,000	-	9494793	-	-	-	-
XS0326730313	USD	140,000	-	-	140,000	-	9494794	-	-	-	-
XS0359631974	EUR	100,000	-	-	100,000	-	9494795	-	-	-	-
CH0039309678	USD	50,000	-	-	-	-	-	50,000	-	-	CH100184SUWA42-315
XS0277877469	USD	290,000	-	-	290,000	-	9494796	-	-	-	-
XS0330834598	EUR	250,000	-	-	250,000	-	9494797	-	-	-	-
XS0338495087	EUR	100,000	-	-	100,000	-	9494798	-	-	-	-
XS0349054360	USD	200,000	-	-	200,000	-	9494799	-	-	-	-
XS0207884378	USD	30,000	-	-	30,000	-	9494800	-	-	-	-
XS0329159221	USD	100,000	-	-	100,000	-	9494801	-	-	-	-
XS0264984459	EUR	10,000	-	-	10,000	-	9494802	-	-	-	-
XS0234972981	CHF	-	6,000	-	-	6,000	9494803	-	-	-	-
XS0305085218	USD	1,100,000	-	-	1,100,000	-	9494804	-	-	-	-
ANN52146406	USD	-	-	1	-	-	9494805	-	-	-	-
CH0036891189	CHF	10,000	-	-	-	-	-	10,000	-	-	CH100184SUWA42-326
XS0331195932	USD	7,500,000	-	-	7,500,000	-	9494806	-	-	-	-
XS0322927046	USD	1,000,000	-	-	1,000,000	-	9494807	-	-	-	-
XS0329804809	USD	150,000	-	-	150,000	-	9494808	-	-	-	-
XS0229269856	EUR	26,933,000	-	-	26,933,000	-	9494809	-	-	-	-
XS0229584296	EUR	2,468,000	-	-	2,468,000	-	9494810	-	-	-	-
XS0252834576	EUR	50,000	-	-	50,000	-	9494811	-	-	-	-
XS0282978666	EUR	16,111,000	-	-	16,111,000	-	9494812	-	-	-	-
XS0326008540	EUR	150,000	-	-	150,000	-	9494813	-	-	-	-
XS0338053498	EUR	1,000,000	-	-	1,000,000	-	9494814	-	-	-	-

XS0365383339	EUR	2,000,000	-	2,000,000	-	9494815	-	-	-
XS0176153350	EUR	135,000	-	135,000	-	6035134	-	-	-
XS017869209	EUR	125,000	-	125,000	-	6035136	-	-	-
XS017896209	EUR	55,000	-	55,000	-	9494816	-	-	-
XS0183944643	EUR	40,000	-	40,000	-	9494817	-	-	-
XS0211093041	EUR	422,000	-	422,000	-	6035144	-	-	-
XS0254171191	EUR	100,000	-	100,000	-	6035148	-	-	-
XS0202417050	EUR	110,000	-	110,000	-	9494818	-	-	-
XS0202417050	EUR	90,000	-	90,000	-	9494819	-	-	-
XS0229269856	EUR	200,000	-	200,000	-	6056265	-	-	-
XS0176153350	EUR	200,000	-	200,000	-	6059344	-	-	-
XS0282978666	EUR	145,000	-	145,000	-	6061055	-	-	-



# **EXHIBIT B**

EXECUTION VERSION

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM  
LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, **Goldman, Sachs & Co. ("Seller")** hereby unconditionally and irrevocably sells, transfers and assigns to **Silver Point Capital Offshore Master Fund, L.P. (the "Purchaser")** and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the principal amount specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to Proof of Claim Number **55829** filed by or on behalf of Seller's predecessor in interest (the "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto.

2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; and (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors.

3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is  
executed this \_\_\_\_ day of February, 2011.

**GOLDMAN, SACHS & CO.**

By: 

Name: Thomas Torrey

Title: Managing Director

30 Hudson Street  
Jersey City, NJ 07302  
Fax: 212-428-1243  
Contact: Andrew Caditz  
Phone: 212-357-6240  
Email: Andrew.Caditz@gs.com

**SILVER POINT CAPITAL OFFSHORE MASTER  
FUND, L.P.**

By: 

By: David F. Steinmetz

Name: Authorized Signatory

Title:

Silver Point Capital, L.P.  
2 Greenwich Plaza  
Greenwich, CT 06830

Schedule 1

Transferred Claims

Purchased Claim

70.00% of XS0365383339 = EUR 1,400,000 of EUR 2,000,000 (the outstanding amount of XS0365383339 as described in the Proof of Claim).

Lehman Programs Securities to which Transfer Relates

Description of Security	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional Amount	Maturity
EUR FX LINKED NOTE	XS0365383339	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 1,400,000	07 June 2010

Schedule 1-1

650468.1/153-05435